

REMARKS

The objections to the drawings and the specification are both noted and remedied herein, with thanks.

Claims 16 and 62 are canceled herewith, as are claims 20 and 66. Reconsideration and withdrawal of the §112(1) and (2) rejections are, therefore, respectfully requested.

Claims 1-46 were amended in precisely the manner suggested by the Examiner, so as to overcome the applied §101 rejections. Reconsideration and withdrawal of the §101 rejections are, therefore, respectfully requested.

Claims 1-74 were variously rejected as being anticipated by or obvious over Lipin. Reconsideration and withdrawal of these rejections are respectfully requested.

As the Examiner will note, independent claims 1 and 47 were amended to recite:

exposing selected ones of the plurality of compensation plans to the affiliate,
the exposed compensation plans being tailored to at least one of the affiliate
and a product or service offered by the merchant;
accepting a selection by the affiliate of at least one of the exposed
compensation plans, and

Therefore, claims 1 and 47 require that the affiliate be exposed to selected ones of the plurality of compensation plans... that are tailored to the affiliate and/or to a product or service offered by the merchant. Thereafter, claims 1 and 47 require the affiliate to accept at least one of the exposed compensation plans.

Independent claim 29 requires that the affiliate to review "a plurality of compensation plans exposed to the affiliate at the merchant Web site" and select "at least one of the plurality of compensation plans, each of the compensation plans having a link to the merchant Web site

associated therewith." Note that the affiliate, in claim 29, must review a plurality of compensation plans.

Therefore, each of the pending independent claims requires that each affiliate be exposed to a plurality of compensation plans. According to embodiments of the present invention, the selected compensation plans (not the plural form) are tailored to the affiliate. From these compensation plans, the affiliate is recited to select one or more compensation plans.

Lipin does not teach or suggest any such functionality, steps or structure. Paragraph [0033] of Lipin only states that "For example, a user visiting a merchant site 52A can click on a link 74 (FIG. 6) to join the merchant's affiliate program." Note the singular form "the merchant's affiliate program". Lipin, therefore, is squarely representative of the prior art in which the affiliate had no choice as to which compensation or affiliate program to join. The system of Lipin did not allow the merchant to tailor their affiliate program to potential affiliates, since there was only one affiliate program – the affiliate could either join it or not, no choices were possible.

In the paragraph bridging pages 8 and 9 of the outstanding Office Action, the Examiner posits: "It would have been obvious to one having ordinary skill in the art at the time of the invention was made for there to be multiple links to different merchant compensation plans located on the merchant website. This would provide less stress for the affiliate while attempting to make a decision".

At the outset, there is no teaching or suggestion in Lipin for exposing an affiliate to multiple compensation plans and allowing the affiliate to selected one or more of the exposed compensation plans. Instead, Lipin unambiguously teaches that affiliates can choose to join (or not) the merchant's single affiliate program. In Lipin, it is an all or nothing proposition: either

the affiliate joins the merchant's one compensation plan, or the affiliate does not, as only a single plan is offered.

In contrast, the claimed embodiments of the present invention call for exposing the affiliate to selected ones (i.e., more than one) of the plurality of compensation plans. This is nowhere taught or suggested in Lipin. Moreover, the claimed inventions enable the affiliate to select more than one of the selected ones of the plurality of compensation plans. This also is wholly untaught and unsuggested by the applied reference.

It is respectfully submitted that the Office has not met its burden of either showing anticipation or a *prima facie* case of obviousness. Indeed, in the face of positive teachings in the applied reference of a single compensation plan being offered to each affiliate – in effect, teaching away from the claimed inventions, the Office advances that the subject matter of the claims is nevertheless obvious. There is nothing in Lipin that would motivate a person of ordinary skill in the art to expose the affiliate to selected ones of a plurality of compensation plans and enabling the affiliate to select one or more of the exposed plans. Not only do the claimed inventions expose more than one compensation plan to the affiliate, but the claimed inventions enable the affiliate to select (in effect, join) one or more of these compensation plans, neither of which features is even hinted at in the applied reference to Lipin.

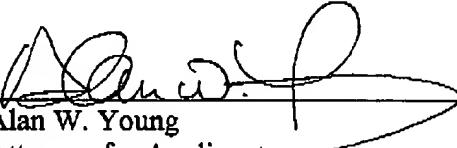
The claims have been amended so as to positively recite the above discussed distinctions. In view of the amendments to the claims and the arguments above, it is respectfully submitted that the claims are not anticipated by or obvious over the applied reference to Lipin. Reconsideration and withdrawal of these rejections are, therefore, respectfully requested.

Applicants believe that this application is now in condition for allowance. If any unresolved issues remain, please contact the undersigned attorney of record at the telephone number indicated below and whatever is necessary to resolve such issues will be done at once.

Respectfully submitted,

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